Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

# Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: AVIVA - 2001 CSO TLR SERFF Tr Num: CMPL-125707248 State: ArkansasLH TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 39463

Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: AVIVA - 2001 CSO State Status: Filed-Closed

**TLR** 

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Nancy French Disposition Date: 06/30/2008

Date Submitted: 06/28/2008 Disposition Status: Filed

Deemer Date:

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: AVIVA - 2001 CSO TLR

Project Number: AVIVA - 2001 CSO TLR

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile:

Date Approved in Domicile:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 06/30/2008 State Status Changed: 06/30/2008

Corresponding Filing Tracking Number:

Filing Description:

Re: Aviva Life and Annuity Company

NAIC #61689-1225 FEIN #42-0175020

2001 CSO Rate Basis Filing for Form 21052F02 – Term Life Insurance Rider

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

Dear Commissioner:

This filing is being submitted by Compliance Research Services, LLC on behalf of Aviva Life and Annuity Company (Aviva). A letter of filing authorization is enclosed. This filing is being submitted for informational purposes.

Term Insurance Rider, Form 21052F02, was approved by your Department on May 1, 2002 for AmerUs Life Insurance Company which has since changed its name to Aviva Life and Annuity Company. The purpose of this filing is to revise the rates for the rider to comply with the 2001 Commissioner's Standard Ordinary Mortality Table regulations.

The rider, on the new rate basis, will be available with existing and future 2001 CSO products, starting with Aviva's Flexible Premium Adjustable Life Insurance with Indexed Feature Policy, Form 2EDB08 approved by your Department on March 4, 2008.

A sample data page is enclosed to demonstrate how the rates will be shown.

We have included any transmittals or certifications required by your Department.

You may direct any questions or comments regarding this submission to me at 513-984-6050 or e-mail me at dsimon@crssolutionsgroup.com.

Sincerely,

J. David Simon, CLU

President

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

# **Company and Contact**

## **Filing Contact Information**

(This filing was made by a third party - complianceresearchservicesllc)

Nancy French, Product Manager nfrench@crssolutionsgroup.com

10921 Reed Hartman Highway (513) 984-6050 [Phone] Cincinnati, OH 45242 (513) 984-7212[FAX]

**Filing Company Information** 

Aviva Life and Annuity Company CoCode: 61689 State of Domicile: Iowa c/o 9200 Keystone Crossing Group Code: Company Type: LH

Suite 800

Indianapolis, IN 46240 Group Name: State ID Number:

(513) 984-6050 ext. [Phone] FEIN Number: 42-0175020

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# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: CSO filing = \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Aviva Life and Annuity Company \$50.00 06/28/2008 21134520

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

# **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Filed	Linda Bird	06/30/2008	06/30/2008

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

# **Disposition**

Disposition Date: 06/30/2008

Implementation Date:

Status: Filed Comment:

Rate data does NOT apply to filing.

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	SAMPLE POLICY DATA PAGE		Yes
Supporting Document	Informational Document - Term Insurance Rider	ce	Yes
Supporting Document	Filing Authorization		Yes

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

## **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: AVIVA - 2001 CSO TLR

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: AVIVA - 2001 CSO TLR

Project Name/Number: AVIVA - 2001 CSO TLR /AVIVA - 2001 CSO TLR

# **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: SAMPLE POLICY DATA PAGE 06/28/2008

Comments: Attachment:

AIR Sample Data Page - Aviva.pdf

Review Status:

Satisfied -Name: Informational Document - Term 06/28/2008

Insurance Rider

Comments: Attachment:

Form 21052F02 TLR.pdf

**Review Status:** 

Satisfied -Name: Filing Authorization 06/28/2008

Comments: Attachment:

Filing Authorization Letter - Aviva.pdf

## **POLICY DATA PAGE (continued)**

POLICY NUMBER: [ ALAC1 08 ] INSURED: [ JANE DOE ]

### TERM LIFE INSURANCE RIDER

# TABLE OF MONTHLY GUARANTEED MAXIMUM COST OF INSURANCE RATES RATES PER THOUSAND

RATES PER THOUSAND							
POLICY		POLICY					
YEAR	RATE	YEAR	RATE				
[1	0.05335	34	0.78987				
2	0.05669	35	0.85473				
3	0.06002	36	0.92639				
4	0.06336	37	1.00571				
5	0.06836	38	1.09272				
6	0.07420	39	1.18999				
7	0.07921	40	1.29670				
8	0.08588	41	1.41459				
9	0.08922	42	1.55051				
10	0.09422	43	1.70287				
11	0.10007	44	1.86833				
12	0.10591	45	2.05040				
13	0.11258	46	2.25264				
14	0.12093	47	2.47520				
15	0.13095	48	2.72085				
16	0.14263	49	2.99327				
17	0.15599	50	3.28839				
18	0.17269	51	3.61957				
19	0.19107	52	4.07157				
20	0.21112	53	4.58458				
21	0.23452	54	5.09924				
22	0.26044	55	5.67203				
23	0.28971	56	6.32233				
24	0.32150	57	6.91705				
25	0.35498	58	7.82100				
26	0.39099	59	8.77668				
27	0.43288	60	9.80858				
28	0.47647	61	10.77196				
29	0.52344	62	11.26395				
30	0.57044	63	12.24076				
31	0.61915	64	13.71292				
32	0.67209	65	15.61194				
33	0.73012	66	18.02150]				

The rates shown above are based upon the Covered Insured's Issue Age, Rate Class, and Sex as stated on the Policy Data Page. Any extra rating is reflected in the Table of Monthly Guaranteed Maximum Cost of Insurance Rates.

Guaranteed Mortality Table: Commissioner's 2001 Standard Ordinary Male or Female, Nonsmoker or Smoker Mortality Table, age nearest birthday.

Form 2EDB08 Page 3F-AIR

AmerUs Life Insurance Company 611 Fifth Avenue Des Moines, Iowa 50309 515 / 283-2371



### TERM LIFE INSURANCE RIDER

Renewable and convertible Attached to and made a part of this policy

We agree to pay the amount of this rider as shown on the Policy Data Page upon receipt of due proof of the death of any Covered Insured under this rider. The benefits of this rider are subject to the provisions, terms and conditions of this rider and the policy to which it is attached. This rider is issued in consideration of the application received and the payment of the cost for this benefit.

#### COVERED INSURED

Covered Insured means each person named in the application and shown for this rider on the Policy Data Page.

#### **INSURED**

Insured means the person insured under the policy and shown on the Policy Data Page.

#### BENEFICIARY PROVISION

The beneficiary of this rider shall be the Owner under the policy unless specified otherwise in the application or changed as provided in the policy and this rider. Written notice of any beneficiary change for any Covered Insured must be filed with us while the Covered Insured is living.

#### **COST**

The cost for each Covered Insured is determined on a monthly basis. This cost will be included in the monthly deduction from the policy Account Value and is not payable after this rider is terminated. We calculate the monthly cost for each Covered Insured as:

- a) the monthly term life insurance rider cost of insurance rate for the Covered Insured's sex, attained age and rate class, divided by 1,000; multiplied by
- b) the amount of term insurance on the Covered Insured as shown on the Policy Data Page.

The total monthly cost for this rider is the sum of the monthly costs for all Covered Insureds.

We can change the rates from time to time. We will determine the monthly cost of insurance rates charged according to our expectations of future mortality, interest, persistency and expenses. Any change in rates will apply uniformly to all members of the same sex, attained age and rate class. Monthly cost of insurance rates will never be greater than those shown on the Table of Monthly Guaranteed Maximum Cost of Insurance Rates for this rider shown on the Policy Data Page for each Covered Insured.

Form 21052F02 Page 1

#### REINSTATEMENT

You may reinstate this rider at any time within five years after the end of the grace period, provided the policy to which it is attached is also reinstated.

The requirements for reinstatement are:

- a) submit an application for reinstatement;
- b) submit evidence of insurability satisfactory to us for each Covered Insured to be reinstated; and
- c) pay a minimum premium sufficient to keep the policy and this rider in force for two months.

For each Covered Insured meeting the above requirements, reinstatement of this rider will be effective on the date of reinstatement of the policy. The incontestability provision will apply from the date of reinstatement for each Covered Insured. If the rider has been in force for two years during the Covered Insured's lifetime, it will be contestable only as to statements made in the reinstatement application.

#### **CONVERSION PRIVILEGE**

Insurance provided by this rider on a Covered Insured may be converted to a new policy without evidence of insurability, at any time prior to the Covered Insured's expiry date shown on the Policy Data Page. The effective date of the new policy will be the date the term insurance is terminated under this rider for a Covered Insured.

#### THE NEW POLICY

The requirements for conversion are:

- a) this rider must be in force on the date of conversion, or conversion must occur within 60 days after the death of the Insured;
- b) the new policy is available at the attained age nearest birthday of the Covered Insured on the new contract's policy date;
- you submit an application for conversion and termination of insurance under this rider on the Covered Insured; and
- d) you submit payment of the first premium for the new policy.

The amount of insurance of the new policy may be equal to or less than the amount of insurance terminating on the Covered Insured's life under this rider. The amount of insurance may not be less than the minimum for the plan selected. The new policy may be any single life permanent plan of insurance which qualifies under our rules in effect on the policy date of the new policy.

Premiums and values for the new policy will be based on:

- a) a rate class most comparable to the Covered Insured's rate class under this rider;
- b) rates in effect on the date of exchange; and
- c) the Covered Insured's attained age nearest birthday on the date of conversion.

## INCONTESTABILITY

All statements made in the application or supplemental applications are considered representations and not warranties. No statement with regard to any Covered Insured will be used to void this rider or to defend against a claim unless contained in the application, supplemental applications, or any amendments attached to the policy at issue or made part of the policy when a change becomes effective. The validity of this rider will not be contestable as to any Covered Insured after it has been in force for two years during such Covered Insured's lifetime except for non-payment of premiums sufficient to keep the rider in force.

Form 21052F02 Page 2

#### **SUICIDE**

If a Covered Insured commits suicide, while sane or insane, during the first two years his or her coverage under this rider is in force, our liability will be limited to the monthly deductions made from the policy to cover the monthly cost for this rider for that Covered Insured.

#### MISSTATEMENT OF AGE OR SEX

If the age or sex of a Covered Insured has been misstated, we will adjust any amount payable under this rider based on what the monthly cost for this rider would have purchased at the correct age or sex.

#### **TERMINATION**

Insurance provided by this rider on a Covered Insured will terminate on the earliest of the following dates and events:

- a) if any premium due to cover the monthly deduction for this rider or policy remains unpaid at the end of its grace period;
- b) when the Insured dies or the policy terminates, matures, is exchanged for another policy or becomes paid-up in any manner;
- c) the expiry date shown on the Policy Data Page or endorsement for each Covered Insured under this rider:
- d) the date of conversion of coverage under this rider as provided in the conversion provisions of this rider; and
- e) our receipt of your written request for termination of insurance on the Covered Insured under this rider.

#### EFFECTIVE DATE

The effective date of this rider will be the Policy Date unless a later effective date is shown on the Policy Data Page or endorsement.

Gary R. McPhail President and CEO

Lay R Mc Phail

James A. Smallenberger Secretary

Janua A. Smallerlanger

Form 21052F02 Page 3



# Aviva Life and Annuity Company 611 Fifth Ave. Des Moines IA 50309 Tel 800 800 9882 Fax 515 242 4692 www.avivausa.com

April 24, 2008

NAIC Company Code: 61689

Re: Individual Life – Term Insurance Rider

To: All State Insurance Departments

Aviva Life and Annuity Company hereby authorizes Compliance Research Services, LLC to represent us in the submission of the above-referenced forms and to negotiate with insurance departments for their approval.

Sincerely,

Laurel Colton, FLMI, ACS, AIRC Director – Product Compliance

famil Colton